Delegates certain Powers to the Private Secretary to the Chief Minister and to the Personal Assistants to the Ministers, to incur expenditure under Contingent Fund.

READ—

Government Order No Fl. 688-9—G.F. 18-27-2, dated the 23rd July 1927, empowering the Personal Assistants to the Members of Council to purchase certain articles like newspapers, periodicals, etc., up to a limit of Rs. 10 per mensem.

G.O. No. FL. (B) 2372-81—C.R. 9-52-1, DATED BANGALORE, THE 14TH JUNE 1952.

The following powers are delegated to the Private Secretary to the Chief Minister, and to the Personal Assistants to the Ministers :—

1. PRIVATE SECRETARY TO THE CHIEF MINISTER.

Empowered to incur Contingent expenditure up to Rs. 30 (Rupees thirty only) per mensem, as long as the Private Secretary is of the rank of a Deputy Commissioner.

If however an Assistant Commissioner is posted as Private Secretary, the limit will be Rs. 20 (Rupees twenty only) per mensem.

2. PERSONAL ASSISTANTS TO THE MINISTERS.

Empowered to purchase articles, such as stray newspapers, periodicals, etc., up to a limit of Rs. 10 (Rupees ten only) per mensem.

M. SHAMANNA,
Secretary to Government,
Finance Department.

Issues certain instructions to the Treasury Officers and Deputy Commissioners in connection with the issue of Duplicate Savings Bank Fixed Deposit Receipts.

No. FL.(B) 2624-736—C.R. 10-52-1, DATED BANGALORE, THE 18TH JUNE 1952.

MEMO OF CORRECTIONS ISSUED TO THE MYSORE CIVIL ACCOUNT CODE, VOLUME II—APPENDIX XXXII-A—SAVINGS BANK RULES.

Page 49. *Article 107.*

Insert the following as Article 107 :—

In cases where the originals of the Mysore Government Savings Bank Fixed Deposit Receipts issued by Treasuries are lost by the depositors, and duplicates in lieu thereof are required to be issued, a Bond in Form No. 23 may invariably be obtained from such depositors before a duplicate is issued. Duplicates may then be issued by the District Treasury Officers, and the following instructions should invariably be followed by the Treasury Officers and Deputy Commissioners :—

(1) Duplicate Receipts may be issued only by the District Treasuries, and a list of duplicate receipts issued every month should be forwarded to the Accountant-General's Office with the monthly accounts.

(2) The fact of the issue of the duplicate should invariably be noted against the original entry in the Subsidiary Register of Receipts of the Treasury.

(3) Duplicates may be issued by the Treasury Officers only when the claimant satisfies the Treasury Officer about his title to the deposit and the circumstances of the alleged loss, pays a fee of one rupee for each receipt, agrees to return the original deposit receipt if subsequently traced, and furnishes an Indemnity Bond in Form No. 23 agreeing to indemnify Government from all possible loss consequent on the issue of a duplicate receipt.

[Government Order No. Fl. (B) 1380-91—B. & T. 3-52-2, dated the 12th May 1952.]

Page 100. *Form No. 23.*

Insert the appended form as Form No. 23 (Form of Bond to be obtained from parties when duplicates of Mysore Government Savings Bank Fixed Deposit Receipts are to be issued in lieu of lost ones).

[Government Order No. Fl. (B) 1380-91—B. & T. 3-52-2, dated the 12th May 1952.]

M. SHAMANNA,
Secretary to Government,
Finance Department.

ANNEXURE.

FORM OF BOND TO BE OBTAINED FROM PARTIES WHEN DUPLICATE MYSORE GOVERNMENT SAVINGS BANK FIXED DEPOSIT RECEIPTS ARE TO BE ISSUED IN LIEU OF LOST ONES.

KNOW ALL MEN BY THESE PRESENTS THAT WE..... ..... (Principal and two Sureties with address of each) are held and firmly bound unto the Rajpramukh His Highness the Maharaja of Mysore acting in the exercise of the executive power of the S ate of Mysore and hereinafter referred to as the "State" in the sum of rupees of lawful money ..... to be paid to the State, its certain attorney, successors or assigns for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, representatives and assigns jointly and every two of us bind ourselves, our heirs, executors, administrators, representatives and assigns jointly and each of us binds himself, his heirs, executors, administrators, representatives and assigns severally firmly by these presents sealed with our respective seals dated this ..... day of ..... ONE THOUSAND NINE HUNDRED AND..... .....

WHEREAS the above bounden ..... (Principal) has caused to be represented to the said State that (here enter the name of the last holder) was lately and until the loss thereof hereinafter mentioned the legal and rightful holder and still is the owner of and absolutely entitled to the Savings Bank Fixed Deposit of the Government of Mysore, the number, amount and other particulars of which are set forth in the Schedule hereto, and that the said Government Savings Bank Fixed Deposit Receipt/Receipts have been lost/have been destroyed sometime since.

AND WHEREAS the said.....(Principal) having applied to the State for the continuance of the payment of interest upon the said Fixed Deposit Receipt so alleged to have been lost/destroyed as aforesaid from the date on which interest appears from the books of the Accountant-General, Mysore, to have been last paid thereon up to the end of..... .....the half year preceding the date fixed for the issue to the said .....(Principal) of a duplicate of such a fixed Deposit Receipt and the said State has on the aforesaid representation of the said .....(Principal) acceded to the said application for the payment of interest as aforesaid on condition of the said.....(Principal) and two sufficient sureties executing such bond as above written and the said..... .....(Sureties) have accordingly as such sureties agreed to execute the said bond with such conditions as hereunder is written.

NOW the condition of the above written bond is such that if the above bounden..... ....(Principal and two Sureties), their heirs, executors, administrators, representatives and assigns do and shall from time to time if and when the said Savings Bank Fixed Deposit Receipt so alleged to have been lost/destroyed as aforesaid shall happen to be found or come to his or their or any or either of their possession or power or to the possession or power of any other person in trust for him or them or any of them immediately deliver or cause to be delivered the same to the said State in order that a Memorandum of all payments of interest which may have been made as aforesaid may be duly endorsed thereon and further in case the original of the said Savings Bank Fixed Deposit Receipt shall have already come or shall hereafter come to the hands of any person or body corporate whomsoever under such circumstances as may entitle them, any of them or any one else to demand payment of the principal or interest thereof from the said State its successors or assigns or in case any interest or principal in respect thereof shall at any time hereafter have to be paid or satisfied or is paid or satisfied by the said State, its successors or assigns or any Officer or person on his behalf then and in either of such cases if the said .....(Principal and Sureties), their heirs, executors, administrators, representatives and assigns shall and do from time to time repay to the said State its successors or assigns the amount of all interest or principal which shall hereafter have to be paid or paid in payment as aforesaid and also all costs as between attorney and client and all charges, losses, damages and expenses that shall or may have been incurred by or occasioned to the said State, its successors or assigns or any of the officers, servants or agents of the Government by reason of or consequent upon the State continuing to pay interest upon or the principal of the said Fixed Deposit Receipt to the said.....as aforesaid and further is the said ..... (Principal and two Sureties) their heirs, executors, administrators, representatives and assigns shall and do from time to time and at all times hereafter well and sufficiently save, defend, keep harmless and indemnified the said State, its successors, assigns and the officers, servants, or agents of the Government and each and every of them of from and against all and all manner of action and actions, suit and suits and other legal proceedings, costs, charges, damages and expenses whatsoever which shall or may at any time or times hereafter be brought, commenced or sued by any person or body corporate whomsoever and whatsoever against or happen or be occasioned to the said State, its successors or assigns or any of the Officers, servants or agents of the Government for or on account or in respect or by reason of the said Fixed Deposit Receipt so represented to have been.....as aforesaid or interest hereby secured or any part thereof or by reason or in respect of or consequent upon the said State continuing to pay interest or the principal thereof to the said.....upon the said Fixed Deposit Receipt as aforesaid of any Fixed Deposit Receipt/Receipts which may hereafter by substitution, subdivision, renewal, then, the above written bond shall be void and of no effect, otherwise the same shall be and remain in full force and virtue, and the Principal and Sureties do hereby further agree that all amounts due from them to the State under this Indenture may be recovered by the State from the Sureties and Principal as if they were an arrear of Land Revenue and a Revenue Demand :—

Signed, sealed and delivered by..... .....Principal in the presence of..... .....(witness, occupation and address).

Signed, sealed and delivered by.....(1st Surety) in the presence of .....(witness, occupation and address).

Signed, sealed and delivered by.....(2nd Surety) in the presence of ....(witness, occupation and address).

The schedule referred to in the foregoing bond.